

DECLARATION OF RESTRICTIVE COVENANTS

("Declaration")

This Declaration made and entered into by **Donald R Bealer Family Limited Partnership, L.P.** Illinois Limited Partnership, hereinafter referred to as the "DECLARANT".

WITNESSETH THAT:

WHEREAS, the DECLARANT is the developer of an exclusive subdivision know as Johnson Farm Estates Phase 1 located in Le Claire, IOWA, and is desirous of creating 80 home sites with homes exclusively to be developed and built in conformity with an overall plan.

WHEREAS, the DECLARANT wishes to set out certain rules and regulations to insure maintenance of the quality of life and exclusive nature of the subdivision to encourage and protect the substantial investment of lot owners.

WHEREAS, the DECLARANT is the record owner of a certain parcel of real estate in the County of Scott and State of Iowa, legally described as follows:

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 34-T79N-R5E

Beginning at the northeast corner of said southwest quarter;

Thence along the east line of said quarter-section, South 01 degree 39 minutes 36 seconds East, a distance of 1178.26 feet;

Thence South 87 degrees 53 minutes 35 seconds West, a distance of 158.46 feet;

Thence South 44 degrees 38 minutes 41 seconds West, a distance of 158.14 feet;

Thence South 15 degrees 09 minutes 20 seconds West, a distance of 39.45 feet to the south line of the northeast quarter of said southwest quarter;

Thence along said south line, South 87 degrees 55 minutes 30 seconds West, a distance of 1039.73 feet to the west line of the northeast quarter of said southwest quarter;

Thence North 01 degree 43 minutes 46 seconds West, a distance of 1323.32 feet to the north line of the northeast quarter of said southwest quarter;

Thence along said north line, North 87 degrees 53 minutes 04 seconds East, a distance of 1325.55 feet to the Point of Beginning; containing 39.486 acres, more or less. The above described real estate is subject to easements for public roadway uses of 1.00 acre.

PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 34-T79N-R5E

Beginning at the northwest corner of said southeast quarter;

Thence along the north line of said quarter-section, North 87 degree 47 minutes 27 seconds East, a distance of 396.14 feet to the northerly extension of the west right of way line of North 15th Street in the City of LeClaire;

Thence along said west right of way line and its northerly extension, South 02 degrees 07 minutes 21 seconds East, a distance of 1178.93 feet to a line which is 20.00 feet northerly of and parallel with the north line of a tract of land as described in Trustee Warranty Deed, filed as Document No. 2009-14203 on May 14, 2009 in the Office of Recorder, Scott County, Iowa;

Thence along said parallel line, South 87 degrees 53 minutes 35 seconds West, a distance of 405.65 feet to the west line of said quarter-section;

Thence along said west line, North 01 degree 39 minutes 36 seconds West, a distance of 1178.26 feet to the Point of Beginning, containing 10.85 acres, more or less. The above described real estate is subject to easements for public roadway uses of 0.34 acres.

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 34-T79N-R5E

Beginning at the southwest corner of said southeast quarter;

Thence along the west line of said quarter-section, North 01 degree 39 minutes 36 seconds West, a distance of 1142.96 feet to the northwesterly extension of the southerly line of a tract of land as described in Trustee Warranty Deed, filed as Document No. 2009-14203 on May 14, 2009 in the Office of Recorder, Scott County, Iowa;

Thence southeasterly along said southerly line and its northwesterly extension, South 74 degrees 50 minutes 40 seconds East, a distance of 427.59 feet to the west right of way line of North 15th Street in the City of LeClaire;

Thence along said west right of way line, South 02 degrees 07 minutes 21 seconds East, a distance of 1017.02 feet to the south line of said southwest quarter;

Thence along said south line, South 88 degrees 01 minute 40 seconds West, a distance of 417.52 feet to the Point of Beginning, containing 10.244 acres, more or less. The above described real estate is subject to easements for public roadway uses of 0.32 acre.

The entire parcel lies within the corporate limits of the City of LeClaire, County of Scott, and State of Iowa, and contains 60.58 acres.

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WHEREAS, the DECLARANT intends to and does hereby submit the above-described real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon.

WHEREAS, the DECLARANT desires to establish for its own benefit and for the benefit of all future owners or occupants of the property or any part thereof, certain easements and rights in, over and upon said property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the DECLARANT desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said property shall at all times enjoy the benefits of and shall hold their interest subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, the DECLARANT, as record owner of the above-described real estate, and of the purposes above set forth, hereby declares as follows:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) "Basement" means a portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.
- (b) "Buildable Area" means the surface area of a lot less the area between any adjacent street or avenue and the front yard setback line, and less the required side yards and less the required rear yard.
- (c) "Building" means any structure having a roof supported by columns or walls and intended for the shelter, housing, or enclosure of any person, animal and chattel.
- (d) "Building Height" means the vertical distance measured from the sidewalk level or its equivalent established grade opposite the middle of the front of the building to the highest point of the roof in the case of a flat roof; the deck line of a mansard roof; and to the mean height level between eaves and ridge of a gable, hip or gambrel roof; provided that where buildings are set back from the street line the height of the building may be measured from the average elevation of the finished lot grade at the front of the building.
- (e) "Declaration" means this instrument by which the Property is submitted to the provisions of this agreement with restrictions, as hereinafter provided, and such Declaration as from time to time amended.
- (f) "Developer" means **Donald R Bealer Family Limited Partnership, L.P.** Illinois Limited Partnership, authorized to do business in the State of Iowa, its successors and assigns.
- (g) "Development" means and refers to Johnson Farm Estates Phase 1 to the City of LeClaire, Scott County, Iowa.
- (h) "Dwelling" means a building, designed, constructed, and intended for the use of a single-family residence.
- (i) "Front Building Line" means a line on a lot, which denotes the required depth of a front yard.
- (j) "Front Lot Line" means that boundary line of a lot, which is along an existing or dedicated street line as shown on the recorded plat.
- (k) "Lot" means one of the 80 individual lots as designated by the plat.
- (l) "Lot Area" means the surface area of a lot bounded by vertical planes through the front, side, and rear lot lines.

- (m) "Lot Owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Lot.
- (n) "Majority" or "Majority of the lot owners" means the owners of more than one-half (1/2) in the aggregate in interest of Lot Owners.
- (o) "No-Build Areas" means all other areas of the Lot which are not a Buildable Area.
- (p) "Occupant" means a person, or persons, other than a lot owner, in possession of one or more lots.
- (q) Outlot means all the designated Property per the plat.
- (r) "Parcel" means the parcel or tract of real estate described in the Declaration.
- (s) "Parking Area" means the area provided for parking automobiles as shown or referred to on the plat.
- (t) "Parking Space" means a portion of the parking area intended for the parking of a single automobile.
- (t) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (u) "Plat" means a plat or plats of survey of the Parcel and of all lots in the Property properly recorded at the Scott County Records Office.
- (v) "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the lot owners.
- (w) "Purchaser" means any person or persons other than the developer who purchase a lot in a bona fide transaction for value.
- (x) "Rear Lot Line" means that boundary line of a lot, which is most distant from and is, or may be approximately, parallel or opposite to the front lot line.
- (y) "Side Lot Line" means any boundary of a lot, which is not, a front or rear lot line.
- (z) "Single Family" means an individual, or two or more persons related by blood or marriage, or group of not more than three persons who need not be related by blood or marriage, living together as a single housekeeping unit in a dwelling unit.
- (aa) "Story" means that portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement or cellar shall not be counted as a story.

- (bb) "One and One Half Story" means a space under a sloping roof which the kneewall cannot exceed 3 feet above the top roof level and in which space not more than 80% of the roof area is completed for principal or accessory use.
- (cc) "Structure" means anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.
- (dd) VRBO/Bed and Breakfast means vacation rental or utilization of a residence for temporary limited purposes for a fee to third parties.

ARTICLE II

LOTS

Description. All lots located on the property are delineated on the plat of survey duly recorded among the Land Records of Scott County, Iowa, and are therein legally described as follows:

PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 34-T79N-R5E

Beginning at the northeast corner of said southwest quarter;
Thence along the east line of said quarter-section, South 01 degree 39 minutes 36 seconds East, a distance of 1178.26 feet;
Thence South 87 degrees 53 minutes 35 seconds West, a distance of 158.46 feet;
Thence South 44 degrees 38 minutes 41 seconds West, a distance of 158.14 feet;
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The entire parcel lies within the corporate limits of the City of LeClaire, County of Scott, and State of Iowa, and contains 60.58 acres.

ARTICLE III

EASEMENTS

Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the DECLARANT, their successors and assigns, and any lot owner, purchaser, mortgagee, and other person having an interest in the property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such lot ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE IV

BUILDINGS

1. Design and Plan Approvals. No improvements shall be constructed, erected, expanded, or altered on the Lots until the plans and specifications for same and any changes to any previously approved plans and specifications (including site layout, exterior building materials and colors, and parking layouts) have been approved in writing by Developer or Developer's Architectural Review Committee (hereafter, the "Approved Plans"). The rules governing the Architectural Review Committee will be provided to the Lot Owner as part of any

sale documents. Except as detailed in this Declaration, the buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible with the balance of the development and shall in all respects be approved by Developer, such approval not to be unreasonably denied. No building wall footings or overhangs shall encroach from one Lot onto another Lot. The design and construction shall be first quality and in accordance with the Approved Plans and in complete and full compliance with (i) any and all governmental requirements and all city zoning ordinances, (ii) all restrictive covenants of record encumbering the respective Lot, and (iii) Developer's design criteria. In order to produce an architecturally compatible and unified development contemplated by this Declaration, each Lot Owner agrees to consult with the Developer for a reasonable period of time concerning the exterior design, color treatment and exterior materials to be used in the construction, alteration and reconstruction of all buildings and structures on its respective Lot(s) prior to selecting the specific materials and colors for its improvements. Each Lot Owner agrees to cause its respective architect to work in good faith with the Developer so that the buildings to be erected and constructed will have an overall cohesive and related architectural continuity and will be in harmony with the balance of the Development. Developer's approval of the plans and specifications shall be conclusive as to Lot Owner's compliance with this Section. The Lot Owners in the performance of their construction shall not (i) cause any unnecessary or unreasonable increase in the cost of construction of the other Lot Owners or the Developer Property (ii) unreasonably interfere with any other construction being performed on the other Lots or the Developer Property; or (iii) unreasonably impair the use, occupancy or enjoyment of the Lots or Developer Property or any part thereof as permitted or contemplated by this Declaration.

2. Location. No building shall be constructed on the Lots (as either immediate development or future expansion) within any No Build Areas without the prior written consent of Developer.

3. Development of the Lots. In addition to any other restrictions herein provided, the Lots shall be developed only under the following guidelines:

(a) Performance of Construction. Each Lot Owner agrees to perform its respective construction, (a) in accordance with the Approved Plans; (b) with due diligence and in a good and workmanlike manner, using new and/or first-class materials; (c) in full cooperation with each of the other Lot Owners to the extent necessary to effect a unified, integrated development; (d) in accordance with all applicable laws, ordinances, rules and regulations of all governmental and quasi-governmental agencies and authorities having jurisdiction over such construction and all orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions in the County of Scott, State of Iowa; (e) only after having procured and paid for, so far as the same are required, all municipal and other governmental permits and authorizations of the various departments and governmental subdivisions having jurisdiction; and (f) in accordance with the terms and provisions of this Declaration. Each Lot Owner in the performance of its construction shall not (i) cause any unnecessary or unreasonable increase in the cost of construction of the other Lot Owners; (ii) unreasonably interfere with any other construction being performed in the development; or (iii) unreasonably impair the use, occupancy or enjoyment of the development or any part thereof as permitted or contemplated by this Declaration.

(b) Safety Measures. Each Lot Owner shall at all times take any and all safety measures reasonably required to protect the Developer and other Lot Owners hereto

from injury or damage caused by or resulting from the performance of its construction. If any construction shall not have been substantially completed (to the extent that the remaining construction to be performed could reasonably be deemed to constitute a hazardous or unsightly condition) when any building shall have opened to the public, or if any construction shall be commenced at any time or times after any building shall have opened to the public (to the extent such construction work could reasonably be deemed to constitute a hazardous or unsightly condition), then the Lot Owner carrying on such construction shall erect or cause to be erected an adequate and sightly appearing construction barricade at least six (6) feet in height and substantially enclosing the area of its construction, and shall maintain such barricades until such construction shall have been substantially completed (to the extent necessary to remove such hazardous or unsightly condition, as aforesaid).

(c) **Quality, Land Use and Building Type.** It is the intent of these covenants to assure that all dwellings shall be of a substantial quality design, workmanship and materials. All dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. All lots shall be used only for single-family residential purposes. No building shall be erected on any lot other than one detached single family dwelling, and a private garage attached thereto containing no less than two (2) parking spaces in width for the sole use of the owners or occupants of the dwelling. The ground floor area of a garage shall not be less than four hundred (400) square feet. The driveway shall provide for a minimum of two (2) off street parking places. No lot as platted shall be subdivided so as to permit the erection of more than one dwelling and there shall be only one dwelling per lot or part of dwelling if multiple lots are used. No detached garages will be permitted.

(d) **Building Height.** No dwelling shall be erected or altered which is higher than permitted by the City of LeClaire Zoning Ordinance, if any.

(e) **Dwelling Quality and Size.** It is the intent of these covenants to assure that all dwellings shall be of a substantial quality design, workmanship, and materials. All dwellings shall be constructed in accordance with these covenants and the applicable municipal ordinances. The ground floor area of the dwelling exclusive of attached garages, open terraces, breezeways and porches shall be: a) for one story dwellings: the ground floor area of the main structure shall not be less than one thousand five hundred (1,500) square feet, b) for one and one-half story dwellings: the ground floor area shall not be less than one thousand three hundred fifty (1,350) square feet and a total floor area of not less than one thousand seven hundred (1,700) square feet, c) for two story dwellings: the aggregate square footage shall not be less than one thousand nine hundred (1,900) square feet.

(f) **Minimum Side Yard Set Back.** The minimum side yard setbacks shall be required as set forth in the plat.

(g) **Time for Completion.** Upon commencement of construction of any dwelling on any lot in the Development, said dwelling must be completed within twelve (12) months of the commencement of construction; provided, however, that if construction is delayed by reason of strikes, acts of God fire or other causes beyond the control of the owner or builder of said dwelling, then the construction period shall be extended for such additional period of time that it was delayed by reason of such causes to complete the construction of said dwelling.

(h) Yard Area and Landscaping. All lawn seeding or sodding and shrubbery is required for front and side yards and shall be completed by the end of the first growing season after a permit has been obtained for the occupancy of any dwelling built in said subdivision.

(i) New Construction. Any dwelling constructed on any lot shall be new construction.

(j) Drainage Control. Drainage considerations for individual sites play an important part of the overall ecological balance of the site. Water runoff for each individual building site must be handled by adequately sloping all areas so that runoff can be directed to the natural drainage areas or to storm drainage facilities.

Site drainage should be detailed on the grading plan. All surface water flow should be channeled into swale, retention and ditch areas. All swale, ditch and headwall construction designs must conform to Johnson Farm Estate Phase 1 standards. Headwalls must be constructed from stone; wood or brick and open culverts must not be visible from the Street or surrounding home sites. Headwall design for the Committee, which will also review drainage, must approve driveway culverts plans. The home site owner is fully responsible for water runoff and drainage control of his home site.

(k) Excess Excavation. Any excess dirt on any lot in the Development resulting from excavation shall be removed or used as grade prior to occupancy, subject to the direction and control of the Architectural Review Committee.

(l) Outbuildings and Other Structures. No outbuildings or other structures such as sheds, gazebos, greenhouses, or the like shall be constructed unless first approved by the Architectural Review Committee. Such structures, if approved, shall be located at rear of primary dwelling and be screened from any street or adjoining lot and in compliance with applicable ordinance of the City of LeClaire. Primary consideration will be given to preservation of neighbor's privacy, aesthetics, compatibility of the Development, preservation of natural habitat, and safety.

(m) Exterior Lighting. Each Lot will have one hospitality light that has been pre-designated as to the style. All Lot Owners shall install all exterior lighting on any structure or lot within said addition in such a manner that the lights reflect downward and are shielded such that no direct rays of light from the light source are transmitted onto other lots or structures within said addition. The following exterior lights are not permitted within said addition:

- a. Mercury vapor lights.
- b. Insect control lights or devices

(n) Housekeeping. All construction equipment, building supplies, excess dirt, dump truck for trash, and any other building items must be kept on the lot site. The owner of a lot shall require all contractors and subcontractors to keep and maintain his lot in a clean and eye appealing condition during construction.

(o) Maintenance. The maintenance of signs and general ground maintenance is to be controlled by the Architectural Review Committee.

(p) **Underground Wiring.** No lines or wires for communication or transmission of electric current or power shall be constructed, placed, or permitted to be placed anywhere in the Development other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground.

ARTICLE V

MAINTENANCE OF COMMON AREAS

Any common areas designated by the Declarant shall be maintained by Declarant and/or its assigns and/or designees and assessed equally against the Lot Owners. For purposes of this Declaration, the common areas shall include:

ARTICLE VI

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

1. **General Use.** No part of the property shall be used for other than housing and related common purposes for which the property was designed.

2. **Lot Maintenance.** Each lot owner shall be obligated to maintain and keep in good order and repair his own lot.

3. **Prohibited Use.** Nothing shall be done or kept in any lot, which will increase the rate of insurance on the building or contents thereof, applicable for residential use, without the prior written consent of the Board. No lot owner shall permit anything to be done or kept in his lot which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No lot owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause an unreasonable disturbance to others.

3. a No residence in the subdivision shall be utilized as a Bed and Breakfast, VRBO or other similar venture as defined previously.

3. b Any residence leased to a third party shall require a minimum one year written lease with the subdivision covenants attached thereto.

4. **Lot Owner Insurance.** Each lot owner shall be responsible for his own insurance on his personal property on his own lot, his personal property stored elsewhere on the property.

5. **Nuisances.** No noxious or offensive activity shall be carried on in any lot either willfully or negligently, which may be or become an annoyance or nuisance to the other lot owners or occupants.

6. Unsightliness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the lot.

7. Commercial Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any lot, other than a home based or "work at home" business that does not add to neighborhood traffic.

8. Signs. Two "for sale" or "for lease" signs shall be permitted on any lot being offered for sale or for lease, provided it does not exceed two (2) feet by three (3) feet in size and does not stand higher than four (4) feet from the ground. One sign is allowed in the front yard and one sign is allowed in the back yard. No other signs of any kind shall be erected within the Lot except entry and directional signs installed by DECLARANT. Notwithstanding the foregoing, marketing signs on each lot will be permitted during the construction period.

9. Parking. Vehicles shall be parked only in the garage or driveway serving the lot. A Maximum of two (2) occupant vehicles may be parked outside of the garage serving the lot. For purposes of this provision, a vehicle shall be considered an "occupant vehicle" if it is parked on the lot four (4) or more hours per day, four (4) or more days in any seven (7) day period.

10. Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers, (either with or without wheels), campers, camper trailers, boats and other watercraft and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Lot except within enclosed garages. Any vehicles parked in violation of this section may be towed.

11. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Lot, except that dogs, cats and other usual and common household pets, not to exceed a total of two pets, may be permitted in a lot. The foregoing limitation on number of pets shall not apply to hamster, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. However, those pets which are permitted to roam free or endanger the health, make objectionable noise, or constitute nuisance or inconvenience to the owners of other lots or the owner of any portion of the Lot shall be removed. No pets shall be kept, bred or maintained for any commercial purpose. All pet animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence. Owners shall be responsible for the removing and proper disposal of pet waste from the grounds. Electric invisible fences for dogs will be encouraged.

12. Quiet Enjoyment. No portion of the Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Lot. There shall not be maintained any plants or animals or devise or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Lot. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Lot. No speaker, horn, whistle, bell or other purposes, shall be installed or operated on any lot. The use and discharge of firecrackers and other fireworks is prohibited within the Lot. No member owning any lot shall do or permit anything to be done or keep or permit to be kept in their anything that will increase the insurance rate on the lot.

13. Unsightly or Unkempt Conditions. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of his or her lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Lot. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours.

14. Exterior Appearance. No exterior antennas, aerials, large satellite dishes or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained upon any portion of the Lot, including any lot, without the prior written consent of the Board or its designee, unless completely contained within the dwelling of the lot so as not to be visible from outside the dwelling. A television satellite reception disc not exceeding 18 inches in diameter may be installed on the rear portion of the roof of the lot, except that the lot owner shall be solely responsible for any roof damage resulting therefrom.

15. Clotheslines, Garbage Cans, Tanks, Etc. No clotheslines shall be erected or installed on the exterior portion of any lot and no clothing linens or other materials shall be aired on the exterior portion of any lot. All rubbish, trash and garbage shall be stored in appropriate containers and shall regularly be removed from the Lot and shall not be allowed to accumulate thereon.

16. Subdivision of Lot and Time Sharing. No lot shall be subdivided or its boundary lines changed. No lot shall be made subject to any type of timesharing, fraction-sharing or similar program whereby the right to exclusive use of the lot rotates among members of the program on a fixed or floating time schedule over a period of years.

17. Firearms. The discharge of firearms within the lot or on the grounds is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

18. Pools. No above-ground or in-ground swimming pools shall be erected, constructed or installed on the Lot without first obtaining architectural approval; a Jacuzzi, whirlpool or spa shall not be considered a pool for the purposes of this section.

19. Tents, Mobile Homes, and Temporary Structures. Except as may be permitted during initial construction of the lots, no tent, shack, mobile home, motor home, or other structure of a temporary nature shall be placed upon a lot or any part of the Lot. In addition, party tents or similar temporary structures may be erected for a limited period for special events with prior written approval of the Board.

20. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation shall be constructed or installed on any lot unless approved by the DECLARANT or the Board. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any lot.

21. Fences. No hedges, walls, dog runs, animal pens or perimeter fences of any kind shall be permitted on any lot except electric invisible fences, white vinyl and or wrought iron without first obtaining architectural approval. Patio screening fences will be permitted with prior Board approval.

22. Business Use. No trade or business may be conducted in or from any lot. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (a) such activity is engaged in full- or part-time; (b) such activity is intended to or does generate a profit; (c) a license is required therefore. Garage/moving sales are exempted from this definition provided they are temporary in nature in the sole discretion of the DECLARANT or the Board.

Notwithstanding the above, the leasing of a lot shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the DECLARANT or the Board, with respect to its development and sale of the Lot or its use of any lots, which it owns within the Lot.

23. On-site Fuel Storage. No on-site storage of gasoline, kerosene or fuel oils shall be permitted on any part of the Lot except that up to five (5) gallons of fuel in an appropriate storage container may be stored on each lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

24. Firewood. Firewood may be stored on any lot only in such a manner which in no way becomes unsightly to the immediate surrounding Lot Owners and must be stored in the back yard area.

25. Laws and Ordinances. Every owner and occupant of any lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Lot and any violation thereof may be considered a violation of this Declaration; provided, however, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances or rules.

26. Single Family Occupancy. No lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household lot, or no more than two (2) persons who are not so related living together as a single household lot and the household employees of either such household lot.

27. Water and Mineral Options. No oil or water drilling, oil or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted on any lot. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected and maintained or permitted on any lot.

28. Doors and Windows. No "burglar bars", steel or wrought iron bars or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior or any windows or doors of any lot. No signs, numerals or other writing shall be written on or placed in the doors or windows of any lot, either temporary or permanently, except that the Board may, in its discretion, permit house numbers to be written temporarily on a single window of a lot while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. Sheets or similar temporary window treatments may be used for a short time after taking occupancy of a lot, provided they are removed and replaced with permanent window treatments within a reasonable time after taking occupancy of the lot, as determined in the sole discretion of the Board.

29. Use Restriction Enforcement. The DECLARANT, its successors and assigns, and/or any owner or owners, shall have the right to proceed in any court of law or equity by injunction or other legal proceedings to enforce performance of the aforementioned use restrictions. Invalidation of any one of these restrictions by judgment or decree of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

30. GENERALLY. The restrictive covenants are subject to the provisions of Section III.6 of the current subdivision development regulations, City of fLeClaire, Iowa.

ARTICLE VII

REMEDIES FOR BREACH OF CONTRACT

RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction, or condition, or the breach of any covenant or provision herein contained, shall give the Lot Owner the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting lot owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and the DECLARANT, or his successors or assigns, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses incurred in connection with such actions or proceedings, including court costs and attorney fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the current judgment rate, shall be charged to and assessed against such defaulting lot owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise.

2. Mandatory Injunction. If any lot owner (either by his own conduct or by the conduct of any occupant of his lot) shall violate any of the covenants or restrictions or provisions of this Declaration, and such violations shall continue for thirty (30) days after notice in writing or shall re-occur more than once after such notice, then an action in equity may be filed by the Lot

Owners against the defaulting lot owner for a decree of mandatory injunction against the defaulting lot owner or occupant.

ARTICLE VIII

GENERAL PROVISIONS

1. Adjacent grounds of the Musal family, as noted upon the Plat of Subdivision and currently held in title by either V&M Farm, LLC or Mark and Jennifer Musal; shall be allowed to continue operations and usage of said titled properties for general farming, and the harboring and maintaining of livestock. This "Grandfathered" use may continue until such time said a Musal family member ceases to enjoy title to said property.
2. Notice of Mortgagees. Upon written request the holder of any duly recorded mortgage or trust deed against any lot ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the lot owner whose lot ownership is subject to such mortgage or trust deed.
3. Notices to Board, Association and Lot Owners. Notices provided for in this Declaration shall be in writing. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a lot owner, when deposited in his mailbox in the building or at the door of his lot in the building.
4. Notice of Decedent's Estate. Notices required to be given any devisee or personal representative of a deceased lot owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased lot owner is being administered.
5. Binding Effect. Each grantee of the DECLARANT, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property or any lot, and shall inure to the benefit of such lot owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.
6. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
7. Amendment. This Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by at least three-fourths (3/4) of the total lot owners.

8. Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

9. Perpetuities and Restraints. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendents of George W. Bush, President of the United States.

10. Headings. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.

IN WITNESS WHEREOF, the DECLARANT, **Donald R Bealer Family Limited Partnership, L.P.** Illinois Limited Partnership, has signed this Declaration this ____ day of _____, 2022.

DECLARANT:

Donald R Bealer Family Limited Partnership, L.P. Illinois Limited Partnership,

By: _____

Name: Bryan Bealer, Partner